

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

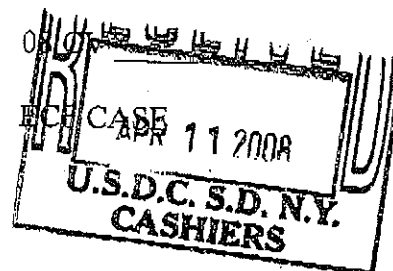
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PENINSULA ENTERPRISE SPA,

Plaintiff,

- against -

LMJ INTERNATIONAL LTD. a/k/a LMJ  
INTERNATIONAL LIMITED or LMJ  
INTERNATIONAL,

Defendant.  
-----X



**VERIFIED COMPLAINT**

Plaintiff, PENINSULA ENTERPRISE SPA (hereafter referred to as "Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendant, LMJ INTERNATIONAL LTD. a/k/a LMJ INTERNATIONAL LIMITED or LMJ INTERNATIONAL ("Defendant"), alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. This matter also arises under the Court's federal question jurisdiction within the meaning of 28 United States § 1331 and the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (9 U.S.C. § 201 *et seq.*) and/or the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*).
2. At all times material to this action, Plaintiff was, and still is, a foreign corporation, or other business entity, organized under, and existing by virtue of the laws of Italy.
3. At all material times to this action, Plaintiff was the disponent owner of the motor vessel "NAVA ELIZA" (hereinafter the "Vessel").

4. Upon information and belief, Defendant was, and still is, a foreign corporation, or other business entity, organized under, and existing by virtue of foreign law.

5. Pursuant to a charter party dated September 14, 2007, Plaintiff chartered the Vessel to Defendant.

6. The Vessel experienced delays at both the discharge and load ports which equated to demurrage for the Defendant's account in the sum of \$323,332.00. *Please find attached hereto as Exhibit "1" Plaintiff's lay time calculations.*

7. Plaintiff off-set the amounts due for unpaid demurrage against an advance hire payment made by Defendant in the amount of \$234,000.00.

8. However, despite due demand, Defendant failed and refused to pay the remaining amounts due and owing to Plaintiff under the charter party contract for demurrage.

9. As a result of Defendant's breach of the charter party, Plaintiff continues to suffer damages in the total principal amount of \$43,187.05, exclusive of interest, arbitration costs and attorneys fees. *See Statement of Account annexed hereto as Exhibit "2."*

10. In accordance with the charter party, disputes between the parties are to be submitted to arbitration in London with English law to apply.

11. Plaintiff has commenced arbitration against Defendant on its claims.

12. This action is brought in order to obtain jurisdiction over Defendant and also to obtain security for Plaintiff's claims and in aid of arbitration proceedings.

13. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English Law. Section 63 of the English Arbitration Act of 1996 specifically allows for recovery of these items as part of an award in favor of the prevailing party. As best as can now

be estimated, Plaintiff expects to recover the following amounts at arbitration as the prevailing party:

A	Principal claim –	\$43,187.05
B.	Estimated interest on claim - 3 years at 7% compounded quarterly:	\$9,995.18
C.	Estimated recoverable arbitration costs and attorneys fees:	\$10,000.00
<b>Total:</b>		<b>\$63,182.23</b>

14. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of garnishees within the District which are believed to be due and owing to the Defendant.

15. The Plaintiff seeks an order from this Court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching, *inter alia*, any assets of the Defendant held by any garnishees within the District for the purpose of obtaining personal jurisdiction over the Defendant and to secure the Plaintiff's claim as described above.

**WHEREFORE**, Plaintiff prays:

- A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint failing which default judgment be entered against it;
- B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all tangible or intangible property of the Defendant within the District, including but not limited to any funds held by any garnishee, which are due and owing to the Defendant, up to the amount \$63,112.23 to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;
- C. That the Court retain jurisdiction to compel the Defendant to arbitrate in accordance with the United States Arbitration Act, 9 U.S.C. § 1 *et seq.*;
- D. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;
- E. That this Court recognize and confirm any arbitration award(s) or judgment(s) rendered on the claims set forth herein as a Judgment of this Court;
- F. That in the alternative, this Court enter Judgment against the Defendant for the claims set forth herein;

G. That this Court award Plaintiff the attorneys' fees and costs incurred in this action; and

H. That the Plaintiff has such other, further and different relief as the Court may deem just and proper.

Dated: April 11, 2008  
Scuthport, CT

The Plaintiff,  
PENINSULA ENTERPRISE SPA

By: 

Patrick F. Lennon  
Nancy R. Peterson  
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[nrp@lenmur.com](mailto:nrp@lenmur.com)

ATTORNEY'S VERIFICATION

State of Connecticut )  
County of Fairfield ) ss.: Town of Southport

1. My name is Nancy R. Peterson.
2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
3. I am an attorney in the firm of Lennon, Murphy & Lennon, LLC attorneys for the Plaintiff.
4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: April 11, 2008  
Southport, CT

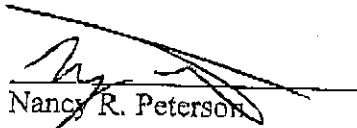
  
Nancy R. Peterson

EXHIBIT "1"

## M/V "NAVA ELIZA"

## LAYTIME CALCULATION

Oct. 29th 2007

CWNRS PENINSULA ENTERPRISE, SORRENTO NAPOLI  
 O/P Dated 13/09/2007  
 Dtls HALDIA/ PARADIP - XINGANG  
 Load Rate: HALDIA 6000 MT PWWD SHING  
 PARADIP 8000 MT PWWD SHING  
 Disch. Rate mt

Loadport:	HALDIA			
Port: HALDIA	Agent: BONVOYAGE			
Vessel arrived	02/10/07	Tuesday	21.00	
Not tendered	02/10/07	Tuesday	21.00	
Time counting	03/10/07	Wednesday	21.00	
Loading commenced	03/10/07	Wednesday	7.40	
Loading completed	05/10/07	Friday	11.40	

Date	Day	From	To	Time Used	Remarks
03/10/07	Wednesday	07.40	24.00	00D16H20M	
04/10/07	Thursday	00.00	24.00	01D00H00M	
05/10/07	Friday	00.00	11.40	00D11H40M	

Total Time Used 02D 04H 00M

Total Lay Time Used 02D 04H 00M  
 Total Lay Time Allowed At Load Port 03D 10H 18M

Despatch 01D 05H 18M 1,2625D \* 20.000,00 USD 25.250,00

Loadport:	PARADIP			
Port: PARADIP	Agent: BONVOYAGE			
Vessel arrived	07/10/07	Sunday	5.30	
Not tendered	07/10/07	Sunday	5.30	
Time counting	07/10/07	Sunday	21.00	
Loading completed	18/10/07	Thursday	5.30	

Date	Day	From	To	Time Used	Remarks
07/10/07	Sunday	21.00	24.00	00D06H30M	
08/10/07	Monday	00.00	24.00	01D00H00M	
09/10/07	Tuesday	00.00	24.00	01D00H00M	
11/10/07	Wednesday	00.00	04.30	00D01H00M	
11/10/07		01.00	24.00	00D23H00M	Vessel on demurrage
10/10/07	Thursday	00.00	24.00	01D00H00M	
12/10/07	Friday	00.00	24.00	01D00H00M	
13/10/07	Saturday	00.00	24.00	01D00H00M	
14/10/07	Sunday	00.00	24.00	01D00H00M	
15/10/07	Monday	00.00	24.00	01D00H00M	
16/10/07	Tuesday	00.00	24.00	01D00H00M	
17/10/07	Wednesday	00.00	01.15	00D01H15M	
		01.15	03.45		
		03.45	24.00	00D20H15M	Shifting
18/10/07	Thursday	00.00	05.30	00D05H30M	

Total Time Used 10D 09H 30M

Total Lay Time Used 10D 09H 30M  
 Total Lay Time Allowed At Load Port 02D 07H 30M

Demurrage 08D 02H 00M 7,0833D \* 40.000,00 USD 323.332,00



EXHIBIT "2"



# **FREIGHT STATEMENT OF ACCOUNT**

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NOV. 06th, 2007

**TO : L.M.J. INTERNATIONAL, KOLKATA  
30 J.N. ROAD - KOLKATA  
INDIA**

RE: M/V 'N.AVA ELIZA'

C/P DATED SEPTEMBER 14th, 2007

OCEAN FREIGHT	
39.073,00 mt x Usd 39,00	= USD 1.523.847,00
DEMURRAGE	= USD 323.332,00

LESS	
TTL COMM 5,00 %	= USD 92.358,95
DESPATCH	= USD 28.944,00
OWNERS CONTR.	= USD 1.000,00
AD. PAYM. RECEIVED:	
HALDIA FREIGHT	= USD 763.847,00
PARADIP FREIGHT	= USD 683.404,00
PROVISION DEMURRAGE	= USD 234.438,00

BALANCE FREIGHT	= USD 43.187,05 E.&O.E.
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PAYABLE TO:

**MONTE PASCHI DI SIENA S.P.A**  
**NAPLES BRANCH AG 3**  
**C.C. 30007**  
**ABI 01030**  
**CAB 03403**  
**IBAN IT88 M 01030 03403 000000030007**  
**SWIFT CODE PASCIT MM NAP**  
**FAVOUR OF: PENINSULA ENTERPRISE SPA**

*Peninsula Enterprise S.p.A.*

**VAT: 03466241217**

Corso Italia, 211 - 80067 Sorrento (NA) Italia

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